

# GENERAL TERMS AND CONDITIONS REGARDING THE ISSUE OF PLUXEE ELECTRONIC GIFT VOUCHERS (February 2024)

## **Preamble**

These terms and conditions determine the respective rights, obligations and responsibilities of PLUXEE (Pluxee Luxembourg S.A., a Luxembourg public company limited by shares (*société anonyme*), established at 25, rue du Puits Romain, L - 8070 Bertrange, R.C.S. Luxembourg B 31382) and the CUSTOMER relating to the services offered by PLUXEE for the provision of electronic VOUCHERS through the PLUXEE GIFT CARD.

## **Article 1: Definitions**

In the provisions of the contract and below, the following terms refer to:

- 1.1 "BENEFICIARY": the relevant employee of the CUSTOMER to whom the PLUXEE GIFT CARD and electronic VOUCHERS are granted;
- 1.2 "CUSTOMER": the employer, legal entity or natural person who places an order of VOUCHERS with PLUXEE and which has stated in its order to allocate electronic VOUCHERS to its employees using the PLUXEE GIFT CARD;
- 1.3 "PARTIES": PLUXEE and the CUSTOMER;
- 1.4 "PLUXEE ID": Unique identifier granted to each PLUXEE GIFT CARD BENEFICIARY. The PLUXEE ID allows the card holder to create an account on the Pluxee Luxembourg mobile app;
- 1.5 "PLUXEE GIFT CARD": individual and personal device (physical or virtual) for storing electronic VOUCHERS;
- 1.6 "ADMIN FEES": costs relating in particular to managing, maintaining and securing the VOUCHER ACCOUNT and the PLUXEE GIFT CARD as well as all services designed to inform, assist and respond to BENEFICIARIES' requests;
- 1.7 "VOUCHER ACCOUNT": the electronic database that is specific to each BENEFICIARY and in which a certain number of VOUCHERS in electronic form are paid, registered and managed by PLUXEE. Each BENEFICIARY may only use the electronic VOUCHERS to pay for a service or product from an affiliate to the PLUXEE GIFT CARD acceptance network;
- 1.8 "VOUCHERS": the services that PLUXEE offers, which consist of the provision of electronic and/or digital gift Vouchers that can be used via the PLUXEE GIFT CARD or any other means developed by PLUXEE.

## **Article 2: PLUXEE's obligations**

**PLUXEE** undertakes to do the following:

- 2.1** Create a VOUCHER ACCOUNT for each BENEFICIARY and to produce the PLUXEE GIFT CARD, the PIN code (only for the physical PLUXEE GIFT CARD) and the PLUXEE ID for the BENEFICIARY in question after having received the personal data as set out in Article 3.1 of these terms and conditions;
- 2.2** For the physical PLUXEE GIFT CARD: Send the physical PLUXEE GIFT CARD to the address provided by the CUSTOMER, along with the corresponding letter with a link to its terms of use and a user guide, as well as the letter with the PIN code and the PLUXEE ID. The physical PLUXEE GIFT CARD and the PIN code will be delivered separately unless the CUSTOMER specifically requested a simultaneous delivery;  
- For the virtual PLUXEE GIFT CARD: Send the letter regarding the virtual PLUXEE GIFT CARD to the address provided by the CUSTOMER, with a link to its terms of use and a user guide, and the letter with the PLUXEE ID. The two letters will be delivered separately unless the CUSTOMER specifically requested a simultaneous delivery;
- 2.3** Confirm to the CUSTOMER, by email or any other relevant means, the order of the face values of the VOUCHERS;
- 2.4** Make the face value of the electronic VOUCHERS available on every BENEFICIARY's personal VOUCHER ACCOUNT, in accordance with the CUSTOMER's order. This happens at the latest on the date indicated by the CUSTOMER in his order, and provided that PLUXEE has received payment as described in Article 5.2.1 of these terms and conditions;
- 2.5** Enable the BENEFICIARY to see when a new payment is made via their secure area on the Pluxee app;
- 2.6** To provide the CUSTOMER with a Customer Area on the Pluxee extranet for the management of BENEFICIARIES and orders;
- 2.7** To provide a dedicated service to each PLUXEE GIFT CARD BENEFICIARY;
- 2.8** To offer the CUSTOMER a network of member retailers where the BENEFICIARY can use the VOUCHERS;
- 2.9** To secure the payment system for the PLUXEE GIFT CARD in accordance with best professional standards and to the fullest extent possible;
- 2.10** To provide a help service (consumer service - reachable by email at [consumers.lu@pluxee.lu](mailto:consumers.lu@pluxee.lu) or by calling +352 28 76 15 00 from Monday to Friday, from 9:00 am to 5:30 pm) in case of loss, theft or malfunction of the PLUXEE GIFT CARD. In the event of loss, the PLUXEE GIFT CARD can also be temporarily suspended via the Pluxee mobile app or via the portal [consumers.pluxee.lu](http://consumers.pluxee.lu);
- 2.11** To issue a new PLUXEE GIFT CARD and send it to the address specified by the CUSTOMER, if a BENEFICIARY PLUXEE GIFT CARD is lost or stolen.

## **Article 3: CUSTOMER's obligations**

The **CUSTOMER** undertakes to do the following:

- 3.1** To communicate to PLUXEE the first and last name, date of birth, language, email address and, if applicable, postal address and identification of each BENEFICIARY. If the CUSTOMER fails to communicate such relevant information, it accepts liability for all risks associated with loss, theft and/or fraud committed by using the PLUXEE GIFT CARD;
- 3.2** To bear the risk of loss, unauthorized, fraudulent or other misuse of the PLUXEE GIFT CARD in case the CUSTOMER opts, in his own will, for the simultaneous delivery of:  
- for the physical PLUXEE GIFT CARD: the physical PLUXEE GIFT CARDS and PIN codes;  
- for the virtual PLUXEE GIFT CARD: the letters regarding the virtual PLUXEE GIFT CARD and the letters with the PLUXEE IDs;
- 3.3** To use the secure methods that PLUXEE provides to order the electronic VOUCHERS (through the Pluxee extranet Customer Space or through SFTP). If the CUSTOMER fails to use any of these secure methods, it is liable for all damage resulting from any modification, transfer or unauthorized access to any personal data from the BENEFICIARIES that may have been contained in the unsecure order;
- 3.4** To order VOUCHERS for the entire issue volume, equivalent to the volume of the first order or the volume specified in the contract;
- 3.5** To make payments in accordance with Article 5.2 of these terms and conditions;
- 3.6** Once the delivery has been made:  
- for the physical PLUXEE GIFT CARD: to bear the risk of loss, theft or fraud on its premises until the physical PLUXEE GIFT CARD and the PIN code corresponding to the BENEFICIARY are provided to the BENEFICIARY;  
- for the virtual PLUXEE GIFT CARD: to bear the risk of loss, theft or fraud on its premises until the documentation and codes regarding the virtual PLUXEE GIFT CARD are provided to the BENEFICIARY;
- 3.7** To pay for the issuance and delivery of the PLUXEE GIFT CARD and/or the PIN codes made available to each BENEFICIARY when the PLUXEE GIFT CARD is no longer usable (lost, stolen, destroyed, expired or otherwise). This obligation of the CUSTOMER continues as long as the VOUCHERS available on the VOUCHERS ACCOUNT can be spent.

## **Article 4: Order error**

- 4.1.** If the CUSTOMER fails to use, when placing orders, the secure channels as described in article 3.3., it will be responsible for any possible input errors and the consequences thereof.
- 4.2.** In the event that an incorrect amount of electronic VOUCHERS is mistakenly paid and the electronic VOUCHERS have not yet been spent, PLUXEE reserves the right to debit the BENEFICIARY's VOUCHER ACCOUNT until the amount equal to the number of over-credited electronic VOUCHERS is paid. In the event that the electronic VOUCHERS have already been spent or that the aforementioned procedure has not resulted in payment of the full amount, PLUXEE reserves the right to deduct the amount due when the card is next topped up, or to invoice the CUSTOMER for the amount overcharged. PLUXEE will notify the CUSTOMER in advance and the CUSTOMER may then claim this amount from its employee.

## **Article 5: Rates**

### **5.1. Rates for products and services provided by PLUXEE**

The CUSTOMER accepts the rates as agreed between the PARTIES. The application of any new tariff during the course of the contract is only applicable from the effective delivery of a signed amendment to the contract or 30 days after notification of a tariff revision notice in accordance with Article 5.3. The CUSTOMER is jointly and severally liable with the companies that are related to it and that are also a CUSTOMER of PLUXEE. In particular, this cooperation applies when companies have a parent-subsidiary relationship or if one of the companies holds more than 30% of the shares of the other company.

### **5.2. Invoicing and payment of services**

#### 5.2.1. The payment to be made by the CUSTOMER includes:

- 5.2.1.1. The total amount of the face values of the VOUCHERS to be credited;
- 5.2.1.2. Costs related to making the "CUSTOMER's" and "BENEFICIARY's" accounts available, the PLUXEE GIFT CARD/PIN code and their respective deliveries, the provision of services, the administration of BENEFICIARIES or the top-up of the VOUCHER ACCOUNT and other variable/miscellaneous costs related to renewing cards/PIN codes, administering/managing the data or invoicing; it being understood that the costs linked to the PIN code are due by the CUSTOMER only in the event of ordering the physical PLUXEE GIFT CARD;

5.2.1.3. VAT on the costs referred to in 5.2.1.2 at the rate applicable at the time the invoice is issued.

#### 5.2.2. Payment terms

The costs related to the creation of the CUSTOMER and BENEFICIARY files, those related to the creation of a new PLUXEE GIFT CARD/PIN code and their respective deliveries, the total amounts of the face values of the VOUCHERS to be delivered or credited to the VOUCHER ACCOUNT of each BENEFICIARY, the amounts for the provision of the related services, of loading the VOUCHER ACCOUNT and any customisation costs must be paid by the CUSTOMER before production of the cards/pre-delivery or loading of the VOUCHERS into the BENEFICIARIES' VOUCHER ACCOUNT by PLUXEE as stipulated in these terms and conditions of sale.

The costs associated with creating and delivering a new PLUXEE GIFT CARD/PIN code and other variable/miscellaneous costs related to renewing cards/PIN codes, administering/managing the data and invoicing shall be owed from the date of invoice.

Payment shall be made by the CUSTOMER via bank transfer or via direct debit after receipt of the respective bank details.

#### 5.2.3. Billing method

The CUSTOMER shall by default receive the invoice electronically. If the CUSTOMER wishes to receive a paper invoice then the costs amount to 2 Euros per paper invoice.

#### 5.2.4. Seizability - Penalties

When an invoice remains unpaid, non-due invoices shall become payable immediately.

Any amount unpaid on the agreed due date shall, automatically and without any formal notice, be increased by interest at that day's base rate of the European Central Bank plus 8 percentage points rounded up to the nearest half point, with a minimum of EUR 40.

In addition, every sum that remains unpaid for a period of 30 days to be calculated from the due date of the invoice, shall, automatically and without any formal notice, be increased by 10% for compensation for damages, with a minimum of EUR 50. The above does not prejudice PLUXEE's right to claim greater compensation for damages from the CUSTOMER if there is additional loss.

#### 5.2.5. Express termination clause

In the event of non-payment of invoices, PLUXEE shall put the CUSTOMER on notice via email. If the CUSTOMER remains in default of payment for a period of eight (8) calendar days following the sending of a notice of default requesting payment, PLUXEE reserves the right, after serving notice, to terminate the contractual relationship with the CUSTOMER, without legal proceedings and without affecting its right to additional compensation.

#### 5.2.6. Change of volume

If before the end of the year following the date of signature, there is a significant change of +/- 20% to the total issue volume as ordered in the first order for VOUCHERS or as set out in the contract, PLUXEE reserves the right to revise the agreed rates, in accordance with article 5.3.

### **5.3. Revision of tariffs**

PLUXEE may, subject to 30 calendar days' notice, adapt the rates for the provision of its services included in the contract. These modifications will be brought to the attention of the CUSTOMER by any useful means and will not need to be substantiated.

In the event of the CUSTOMER not accepting this revision, and as an exemption from the term that applies contractually, the CUSTOMER may legally terminate the contractual relationship between the CUSTOMER and PLUXEE by sending a registered letter to that effect.

### **5.4. Indexation**

PLUXEE furthermore reserves the right to index the applicable rates with regard to its provision of services and VOUCHERS, once every calendar year, in accordance with the following formula:

(new amount) = (old amount) x (0.2 + 0.8 x (new index / start index)).

The index applied is the National Consumer Price Index (IPCN) - main index series (base 100 in 2015), as calculated by Statec (Consumer price index and inflation page - Statistics Portal - Luxembourg (public.lu)). "Start index" is the index in force at the time of signing the agreement. "New index" is the index of the month before the tariff revision. If the National Consumer Price Index is no longer published, or if its contents or form should be substantially modified, a comparable index shall be used provided that the CUSTOMER is informed accordingly.

### **Article 6: Duration of the contract**

**6.1.** The contract will last for a fixed period of one (1) year starting from the date of signature of the present contract (the date of countersignature being valid or, in the absence of a signature date, the date of the first order). The contract will come into force on the date of the first (1<sup>st</sup>) order.

The contract is renewed automatically for subsequent terms of one (1) year, unless one of the PARTIES terminates the contract by email at the latest six (6) months before the expiry of the relevant term.

**6.2.** For any termination of this contract by the CUSTOMER *prior to the first (1<sup>st</sup>) order*, for reasons other than force majeure, the CUSTOMER will be required to pay a termination fee equal to the provision of services and loading charges equivalent to a period of six (6) months for the PLUXEE GIFT CARD.

**6.3.** In case of termination by the CUSTOMER, the CUSTOMER commits to continue complying with its obligations during, and if applicable after, the notice period.

The remaining balance on the VOUCHER ACCOUNTS of the BENEFICIARIES can in any case be used up to the end of the validity date of the relevant VOUCHERS.

### **Article 7: Intellectual property rights**

PLUXEE is the owner of all intellectual property rights associated with the PLUXEE GIFT CARD and the VOUCHERS.

### **Article 8: Confidentiality**

Each party undertakes not to use information related to their contractual relationship that can be reasonably regarded as confidential or that is explicitly referred to as confidential with a view to meeting its obligations in respect of the other party. The parties undertake not to disclose this information to third parties or to distribute it during the course of the term of the agreement up to and including a period of 12 months after its termination.

### **Article 9: Protection of personal data**

**9.1.** Each PARTY acts as a controller in respect of the processing of personal data, while undertaking to respect the relevant legislation on personal data protection and on security. The CUSTOMER is liable for the personal data until it is transmitted to PLUXEE and PLUXEE is liable for it as soon as it is received. In that respect, each PARTY is liable for personal data processing under their respective scope;

The main obligations of PLUXEE are listed below:

**9.2.** PLUXEE ensures that the personal data received by the CUSTOMER concerning each BENEFICIARY is relevant and is limited to what is strictly necessary for the performance of the contract (i.e. the issuance of VOUCHERS; loading or shipping of the VOUCHERS; the production of the PLUXEE GIFT CARD), and undertakes to keep them only as long as necessary in compliance with the regulations in force (e.g. tax and social security regulations);

**9.3.** PLUXEE ensures that all reasonable technical and organisational means are implemented in order to guarantee a level of personal data security appropriate to the risk. If PLUXEE discovers a breach of a data subject's personal data, PLUXEE will inform the CUSTOMER without undue delay and will provide the CUSTOMER with the information it has about the breach;

**9.4.** In the event of receipt of a complaint or request from the persons concerned by a party about a processing operation carried out under the responsibility of the other party, it will promptly inform the other party;

**9.5.** In the event of international transfers of personal data outside the EU/EEE, PLUXEE will use one of the valid transfer mechanisms, according to the applicable legislation;

**9.6.** For any further information on the processing of personal data performed by PLUXEE, question or request, the CUSTOMER and its BENEFICIARY may consult the global policy on personal data protection available on PLUXEE's website, where contact details are also provided.

### **Article 10: Cancellation clause**

This agreement shall legally be dissolved in the event of bankruptcy, judicial reorganization, controlled management, liquidation or administrative dissolution without liquidation of the CUSTOMER.

#### **Article 11: Fraud**

The CUSTOMER agrees to inform PLUXEE without delay of any fraud committed with the PLUXEE GIFT CARD and/or in the context of electronic VOUCHERS by email to [consumers.lu@pluxeegroup.com](mailto:consumers.lu@pluxeegroup.com) by calling +352 28 76 15 00 from Monday to Friday, from 9:00 am to 5:30 pm.

If it appears that the CUSTOMER has been an accomplice to the fraud, actively or passively, directly or indirectly, or has facilitated it, PLUXEE reserves the right to hold the CUSTOMER liable for the total amount of all the damage resulting from the fraud.

#### **Article 12: Use of the CUSTOMER's name and logo**

The CUSTOMER grants PLUXEE permission to use its name(s) and/or logo(s) for advertising purposes relating to the use of the PLUXEE GIFT CARD and PLUXEE services.

#### **Article 13: Liability**

Without prejudice to the following, or to any other provisions of these terms and conditions, and with the exception of fraud or gross negligence, PLUXEE is not liable for the following:

- unavailability of the PLUXEE GIFT CARD due to maintenance works, defects, and/or as a result of force majeure;
- non-compliance by the CUSTOMER and/or the BENEFICIARY with safety requirements and/or indications, as well as regulatory requirements to benefit from tax incentives;
- the impossibility of establishing any connection required to deliver its services or the disruption of the connection concerned in any manner whatsoever, where this is attributable to third parties;
- any indirect or immaterial damage of a financial, commercial or other nature, such as the loss of data, loss of profit, increase in general costs, disruption of commercial activities, legal actions by third parties, loss of reputation or savings that were expected or connected with the use of the PLUXEE GIFT CARD.

If PLUXEE were to be held responsible and liable for paying direct and proven damages, then its accrued liability shall under no circumstances whatsoever exceed the total amount paid by the CUSTOMER for all services (or, should no services have been provided, the total amount paid for managing BENEFICIARIES or loading VOUCHER ACCOUNTS) during the six (6) months prior to the last incident that led to PLUXEE's liability.

#### **Article 14: Modification of the general terms and conditions**

PLUXEE reserves the right to modify these terms and conditions at any time. The general terms and conditions in force are those available on request, or made known by any other useful means (e.g. note on the invoice). The CUSTOMER will be informed of any changes to these terms and conditions at least 15 calendar days before they come into force.

#### **Article 15: Miscellaneous**

**15.1.** The CUSTOMER shall refrain from applying its own general and/or specific terms and conditions of purchase, even if it was determined that these terms and conditions of purchase would apply exclusively.

In the event of any discrepancy between the contract and the present general terms and conditions, the contract will take precedence over the general terms and conditions.

If one or more of the provisions of these terms and conditions or of any agreement between PLUXEE and the CUSTOMER is deemed to be invalid or inapplicable as a result of a court or administrative decision, the provisions in question shall, if possible, be replaced by one or more provisions with equivalent effect, with the other provisions remaining unchanged.

**15.2.** PLUXEE reserves the right to grant exclusive benefits and promotions to each BENEFICIARY of PLUXEE electronic VOUCHERS.

**15.3.** The CUSTOMER shall provide an address for service at the address mentioned in the contract. Any communication sent to this address will be presumed to have been received within two days of the date of mailing, as evidenced by the postmark. Only a registered letter to the post office containing notification to PLUXEE of a new domicile of the company or a new registered office will be considered as a new provision of an address for service.

#### **Article 16: Applicable law and competent Court**

These general terms and conditions and any agreement between PLUXEE and the CUSTOMER are governed exclusively by Luxembourg law, to the exclusion of the Vienna Convention of 11 April 1980.

Any dispute regarding the validity, interpretation and/or implementation of these terms and conditions, or any other agreement between the PARTIES, that cannot be resolved amicably shall come under the exclusive jurisdiction of the Courts of the Judicial District of Luxembourg City.